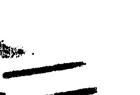


Norfolk and Western Railway Company Law Department Roanoke, Virginia 24042

John S. Shannon Vice President - Law

Donald M. Tolmie General Counsel

Thomas B. Mason Richard A. Keeney General Solicitors



Richard W. Kienle Ronald W. Moore James C. Bishop, Jr. Richard W. Parker Peter J. Hunter, Jr. William C. Wooldridge Henry D. Light General Attorneys Angelica Didier Lloyd Assistant General Solicitor J. Gary Lane Assistant General Attorney Mark D. Perreault F. Blair Wimbush Attorneys

September 1, 1981

якоопалятья по 76 УК. 1425

Mrs. Agatha L. Mergenovich Secretary Interstate Commerce Commission Washington, D. C. 20423

ICE Washington, B

SEP 1 1981 - 10 91 AM

INTERSTATE COMMERCE COMMISSION

Dear Mrs. Mergenovich:

On September 12, 1974 at 11:35 A.M., there was filed and recorded with the Interstate Commerce Commission a Conditional Sale Agreement dated as of August 1, 1974 ("Equipment Agreement"), between Thrall Car Manufacturing Company, as Vendor, and Illinois Terminal Railroad Company, as Purchaser. The Equipment Agreement was assigned recordation number 7646.

In accordance with 49 U.S.C. § 11303 and Part 1116 of the Commission's rules, I now enclose for recordation three (3) counterparts of an Assignment and Assumption Agreement dated as of September 1, 1981, which supplements and evidences the assignment of rights under the aforementioned Equipment Agreement. The enclosed counterparts cover the same equipment covered by the Equipment Agreement, and have been properly executed by the following parties:

ASSIGNOR: Illinois Terminal Railroad Company

710 North Twelfth Boulevard St. Louis, Missouri 63177

ASSIGNEE: Norfolk and Western Railway Company

8 North Jefferson Street Roanoke, Virginia 24042

There is also enclosed a voucher in the amount of \$10.00 to cover the recordation fee.

Mrs. Agatha L. Mergenovich September 1, 1981 Page 2

A general description of equipment covered by the Equipment Agreement and the Assignment and Assumption Agreement is as follows:

Number of Units	Description	AAR Designation	Road Numbers
50	100-ton, 52'6" Gondola Cars	GB	ITC 3700-3749

After the enclosed Assignment and Assumption Agreement has been duly recorded, please return two of the original counterparts, stamped with the ICC recordation data, to our representative who delivered these documents to you.

Sincerely,

John & Mora

w/ Enclosures

c: J. Jones

D. E. Middleton

R. R. McDaniel

J. T. Valleroy

RECORDERION F.O. 7646-B.

ASSIGNMENT AND ASSUMPTION AGREEMENTSEP 1 1981 . 10 CT AW

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 1, 1981, by and between ILLINOIS TERMINAL RAILROAD COMPANY, a Delaware corporation ("Terminal"), and NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation ("NW"),

WITNESSETH:

Terminal and Thrall Car Manufacturing Company ("Manufacturer") entered into a Conditional Sale Agreement dated as of August 1, 1974, as amended ("Equipment Agreement"), covering the railroad equipment described therein ("Equipment") upon certain terms and conditions set forth in the Equipment Agreement.

The Manufacturer assigned to First National Bank in St. Louis ("Assignee") all of the right, title and interest of the Manufacturer in and to the Equipment under the Equipment Agreement, pursuant to an Agreement and Assignment dated as of August 1, 1974, between the Manufacturer and the Assignee.

The Equipment Agreement provides in Section 12 thereof that all the obligations of Terminal then existing or to accrue thereunder shall be assumed by any corporation acquiring title to or possession of the railways and properties of Terminal, and that upon any sale or transfer of said railways or properties, any corporation acquiring title thereto or possession thereof shall also, as a condition to such acquisition, be bound by all such obligations.

Concurrently with the delivery hereof, NW has acquired substantially all the railways and properties of Terminal.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Terminal for itself, its successors and assigns does hereby sell, assign, transfer and set over unto NW, its successors and assigns Terminal's interest in the Equipment Agreement and in and to the Equipment, subject to the terms and conditions of the Equipment Agreement.

2. NW for itself, its successors and assigns does hereby assume the obligations and covenants of Terminal under the Equipment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ILLINOXS TEXMINAL RAILROAD COMPANY

Progiation

Attest:

Steven J. Guthony

NORFOLK AND WESTERN RAILWAY COMPANY

Axecutive Vice P

Attest:

Assistant Secretary

STATE OF MISSOURI)	
CITY OF ST. LOUIS) ss:)	
that the seal affixed corporate seal of sai	of to the foregoing d corporation, that behalf of said cortors, and he acknowing instrument w	sworn, says that he is instrument is the it said instrument was poration by authority when the
Service of the servic		Notary JOHN W. HORAN
My Commission expires	Jan. 3, 19	NOTARY PUBLIC-STATE OF MISSOURI ST. LOUIS COUNTY MY COMMISSION EXPIRES JAN. 3, 1982 NOTARY FOR THE COUNTY OF ST. LOUIS
		WHICH ADJOINS THE CITY OF ST. LOUIS
COMMONWEALTH OF VIRGI		
CITY OF ROANOKE) ss:)	
personnally appeared	· · · · · · · · · · · · · · · · · · ·	, to me sworn, says that he is
CALC TO THE TREE TO THE TANK T		rfolk and Western Railway Company

On the Att day of August, 1981, before me personally appeared John R. Turbyill , to me personally known, who being by me duly sworn, says that he is the EXECUTIVE VICE PRESIDENT of Norfolk and Western Railway Company that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jeanie B. Danis Notary

My Commission expires:

april 8, 1983